



AGENDA  
ELGIN CITY COUNCIL  
REGULAR MEETING  
TUESDAY, NOVEMBER 19, 2019  
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET  
7:00 PM

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. INVOCATION**

**IV. PLEDGE OF ALLEGIANCE**

**V. PUBLIC COMMENT**

Individuals may request to speak on items on the agenda, and items not on the agenda, by requesting to speak during the meeting and under "PUBLIC COMMENT" and will be required to fill out a "PUBLIC COMMENT FORM" and present it, along with any material, handouts or information for Council, to the City Secretary prior to commencement of the Council meeting. Speaker comments are limited to three (3) minutes.

No formal action can be taken by the City Council on items not posted on the agenda. Items requiring a Public Hearing will allow a member of the public an opportunity to speak during the Public Hearing and does not require submission of a "PUBLIC COMMENT FORM." Speakers must address their comments to the Mayor or Presiding Officer rather than to an individual Council Member or member of Staff. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from personal attacks or derogatory comments directed at any Council Member, member of Staff, other individual or group.

**VI. CITY MANAGERS REPORT**

**1. Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2019-20 Annual Operating Budget**

Documents:

[EX SUMMARY - NONPROFIT FUNDING.PDF](#)  
[NON-PROFIT ORGANIZATIONS 2019-20.PDF](#)  
[COMMUNITY SUPPORT CONTRIBUTIONS 2015-2020.PDF](#)

**2. General Activity Report And/Or Project Update**

Documents:

[EXSUMMARY - GENERAL ACTIVITY REPORT.PDF](#)

**VII. NEW BUSINESS**

**1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL ADVISORY AGREEMENT WITH RBC CAPITAL MARKETS LLC RELATING TO THE ISSUANCE OF MUNICIPAL SECURITIES AND/OR DEBT OBLIGATIONS AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EX SUMMARY - RBC CAPITAL MKT.PDF](#)  
[RESOAUTHRBCSVCS1119.PDF](#)  
[RBC - FA AGREEMENT1119.PDF](#)

**2. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS**

Documents:

[EXSUMMARY - BCAD BOARD.PDF](#)  
[RESBCADBOARD1119.PDF](#)

**3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS TO CAST A VOTE FOR A PERSON TO SERVE ON THE BOARD OF DIRECTORS OF THE TRAVIS CENTRAL APPRAISAL DISTRICT**

Documents:

[EXSUMMARY TRAVIS CAD.PDF](#)  
[TRAVIS CAD ELECTION VOTING RESOLUTION - COE.PDF](#)  
[TRAVIS COUNTY LETTER.PDF](#)

**VIII. EXECUTIVE SESSION**

The City Council may announce that it will adjourn the public meeting at any time during the meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on the agenda and/or as permitted by Chapter 551 of the Texas Government Code.

**IX. RECONVENE**

The City Council will return to open session for possible discussion and action as a result of the Executive Session

**X. ANNOUNCEMENTS**

**XI. ADJOURMENT**

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512)229-3222. Please provide forty-eight hours notice when feasible.

I, Amelia Sanchez, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Thursday, November 14, 2019, in accordance with Chapter 551 of the Texas Government Code.

\_\_\_\_\_  
Amelia Sanchez, City Secretary



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** Discussion and possible direction to staff regarding the distribution of Community Non-Profit Support funding as included in the FY2019-20 Annual Operating Budget

**DEPARTMENT:** City Manager/Finance

**PROPOSED ACTION:**

This item has been placed on the agenda for general discussion and possible action relating to pending requests for funding and/or donations from various community non-profit groups and/or organizations.

**BACKGROUND:**

Discussed at previous meetings; The City has annually considered requests and provide funding to various on-profit groups and organizations serving the Elgin Community. Comparable to prior years, the City Council approved overall funding of **\$29,300** for this purpose. However, the City has received requests from such organizations that totals more than double that amount - **\$61,350**.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was {X} included { } not included in the current-year budget { } N/A

**RECOMMENDATION:**

Consideration of direction to staff regarding the distribution of Community Non-Profit Support funding as included in the FY2019-20 Annual Operating Budget.

**ATTACHMENTS:**

Recap of funding requests received from various community groups and organizations  
Recent history of Community Non-Profit Support funding provided by the City of Elgin

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X}** Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*

**CITY OF ELGIN  
COMMUNITY NON-PROFIT SUPPORT  
FY2019-20 FUNDING REQUESTS**

<b>Name of Organization</b>	<b>Program Title</b>	<b>Amount of Funds Requested</b>
Advocacy Outreach	Anti-Poverty Program	\$5,000
Bastrop County Women's Shelter, dba Family Crisis Center	Victim Services Program	\$3,000
CASA of Bastrop, Fayette & Lee Counties	Child Advocacy for Abused & Neglected Children	\$3,500
Children's Advocacy Center, serving Bastrop, Lee & Fayette Counties	Child Advocacy Center for Abused	\$3,500
Drive a Senior	Mobility Management for Senior Adults	\$6,000
Elgin Arts Association	Cultural Art Activities for Area Residents	\$3,000
Elgin Community Cupboard	Food Pantry	\$3,000
Elgin Historical Association	Depot Museum	\$20,150
Elgin Youth Soccer Association	Elgin Youth Soccer Association	\$1,000
Senior Citizens Aid, Inc.	Sliding Door Replacement Project	\$13,200

**City of Elgin**  
**Community Non-Profit Funding Support**  
**2016-2019**

	Actual	Actual	Actual	Actual
	FY2015/2016	FY2016/2017	FY2017/2018	FY2018/2019
Carts	\$ 3,000	\$ 3,000	\$ 2,700	\$ 3,000
Drive A Senior	\$ 5,000	\$ 5,000	\$ 4,500	\$ 5,000
CASA	\$ 3,000	\$ 3,000	\$ 2,700	\$ 3,000
Children's Advocacy	\$ 3,500	\$ 3,500	\$ 3,150	\$ 3,500
Family Crisis Center	\$ 2,800	\$ 2,800	\$ 2,520	\$ 2,800
Combined Community Action	\$ 4,000	\$ 4,000	\$ 3,600	\$ 4,000
Elgin Community Cupboard	\$ 3,000	\$ 3,000	\$ 2,700	\$ 3,000
Advocacy Outreach	\$ 5,000	\$ 5,000	\$ 4,500	\$ 5,000
Elgin Arts Association	\$ 1,500	\$ 1,500	\$ 1,350	\$ 1,500

<b>Total Contributions</b>	<b>\$ 30,800</b>	<b>\$ 30,800</b>	<b>\$ 27,720</b>	<b>\$ 30,800</b>
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## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** General Activity Report and/or Project Update

**DEPARTMENT:** City Manager/Staff

**PROPOSED ACTION:**

No Council action proposed or requested; This item is to allow for general update and/or activities report relating to various on-going city projects or issues.

**BACKGROUND:**

This item is to provide opportunities for miscellaneous updates and comments by the staff; and general Q&A with the City Council relative to on-going projects and/or issues.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was { } included { } not included in the current-year budget {X}  
N/A

**RECOMMENDATION:**

N/A

**ATTACHMENTS:**

None.

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience*



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL ADVISORY AGREEMENT WITH RBC CAPITAL MARKETS LLC RELATING TO THE ISSUANCE OF MUNICIPAL SECURITIES AND/OR DEBT OBLIGATIONS AND MAKING CERTAIN FINDINGS RELATED THERETO

**DEPARTMENT:** City Manager/Finance

**PROPOSED ACTION:** Approval of the Resolution authorizing an agreement with RBC Capital Markets LLC for professional services related to the issuance of municipal securities and/or debt obligations.

**BACKGROUND:** In order to properly fund construction projects, land acquisition, and/or major capital improvement projects, the City periodically requires the issuance of various debt instruments and/or obligations. As part of that process, the City typically requires assistance in the proper analysis of financing alternatives, borrowing capacity, future financing needs, policy considerations, and other information to develop a plan for the issuance of any such obligations.

Chris Allen has long served as the City's Financial Advisor in this regard but recently accepted a new position with RBC Capital Markets. As such, the City will be working with a new firm under this agreement but will retain Chris Allen as Financial Advisor.

There is no direct cost associated with this engagement; the City only incurs costs when (and if) it actually issues debt – and even then, funding of costs associated with this engagement would come from the debt proceeds.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was { } included { } not included in the current-year budget {X} N/A

**RECOMMENDATION:** Approval of the Resolution as presented authorizing the agreement with RBC Capital Markets LLC for professional services and additional direction to staff by Council, if any, regarding same.

**ATTACHMENTS:** (1) Resolution, (2) RBC Municipal Advisory Agreement

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL ADVISORY AGREEMENT WITH RBC CAPITAL MARKETS LLC RELATING TO THE ISSUANCE OF MUNICIPAL SECURITIES AND/OR DEBT OBLIGATIONS AND MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin, Texas periodically requires the issuance of various debt instruments to fund capital improvements and projects; and,

WHEREAS, as part of the debt issuance process, the City typically requires assistance in the proper analysis of financing alternatives, borrowing capacity, future financing needs, policy considerations, and other information to develop a plan for the issuance of any such obligations; and,

WHEREAS, the City is now desirous of engaging the services of RBC Capital Markets LLC and Chris Allen as Managing Director for professional municipal advisory services.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS THAT:**

**Section 1. Findings.** The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Authorization.** The City Manager is authorized to execute a Municipal Advisory Agreement with RBC Capital Markets LLC for professional services related to the issuance of municipal securities and/or debt obligations, a copy of said Agreement being attached hereto and made part of this Resolution as if copied verbatim herein.

**Section 3. Future Budget Amendment.** The City Council does also hereby acknowledge that any funding associated with this item was not specifically included or approved within the *FY19-20 City of Elgin Annual Operating Budget*; and that said budget will be amended at a future date, if necessary, to formally appropriate funds for this item. It is anticipated that any such funding would come from proceeds of a pending debt instrument.

**Section 4. Open Meetings.** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon passage.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
CHRIS CANNON, Mayor  
City of Elgin, Texas

ATTEST:

\_\_\_\_\_  
AMELIA SANCHEZ, City Secretary



## MUNICIPAL ADVISOR AGREEMENT

SEPTEMBER 6, 2019

Honorable Mayor and Members of City Council  
City of Elgin, Texas  
310 N. Main Street  
Elgin, TX 78621

Re: Municipal Advisory Agreement

Ladies and Gentlemen:

1. **Retention of RBC Capital Markets, LLC.** RBC Capital Markets, LLC (“RBC CM”) appreciates the opportunity to serve as municipal advisor to City of Elgin, Texas (the “Client” or “you”) in association with the issuance of municipal securities (the “Obligations”). Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by the Client (the “Effective Date”).
2. **Scope of Services.** RBC CM is engaged by the Client as its municipal advisor to provide the services set forth below (the “Scope of Services”) regarding the Obligations:
  - (a) Analyze the financing alternatives available to the Client if and as requested by the Client, taking into account its borrowing capacity, future financing needs, policy considerations, and such other factors as we deem appropriate to consider.
  - (b) Recommend a plan for the issuance of the Obligations, consistent with the goals and needs of the Client, that may include: (1) the type of Obligations (e.g. current interest, capital appreciation, deferred income, etc.); (2) the date of issue; (3) principal amount; (4) interest structure (e.g., fixed rate, variable rate, etc.); (5) interest payment dates; (6) a schedule of maturities; (7) early redemption options; (8) security provisions; (9) method of sale (e.g., public sale, direct purchase by a bank or other investor, etc.); (10) as applicable, the investment of proceeds of the Obligations via state and local government obligations (SLGS), competitively bid open market securities or guaranteed investment contracts; and (10) other matters that we consider appropriate to best serve the Client’s interests.
  - (c) Advise you of current conditions in the relevant debt market, market supply and demand issues, and other general market information and economic data which might reasonably be expected to influence interest rates, sale or bidding conditions or timing of issuance.
  - (d) Organize and coordinate the financing team selected by you. If requested, we will recommend qualified paying agents, escrow agents and verification agents, as the particular transaction may require, each of whom will be retained and compensated by you. In a negotiated offering, we will assist in the preparation of underwriter proposals upon request and provide assistance to you for the hiring of the underwriter(s).

- (e) Work with counsel on the transaction, including bond counsel whom you retain, who will be recognized municipal bond attorneys, whose fees will be paid by you, and who will prepare the proceedings, provide legal advice concerning the steps necessary to be taken to issue the Obligations, and issue an unqualified opinion (in a form standard for the particular type of financing) approving the legality of the Obligations and (as applicable) tax exemption of the interest paid thereon. In addition, bond counsel, disclosure counsel or underwriter's counsel (as applicable) will issue an opinion to the effect that the disclosure document does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Generally, working with counsel will mean coordinating with the attorneys and reviewing as municipal advisor such counsel's preparation of appropriate legal proceedings and documents, including documents concerning any required election.
- (f) As applicable, assist in the Client's preparation of the preliminary official statement and the official statement or equivalent document as the particular transaction may require (such as a private placement memorandum).
- (g) Make recommendations as to the need for credit rating(s) for the proposed Obligations and, should the Client seek a rating, coordinate the process of working with the rating agency or agencies and assist in the preparation of presentations as necessary.
- (h) Analyze the value and costs of obtaining municipal bond insurance, a liquidity facility or other credit enhancement for the Obligations and, should the Client seek any such credit enhancement, coordinate the process and assist in the preparation of presentations as necessary.
- (i) Attend meetings of governing bodies of the Client, its staff, representatives or committees as requested.
- (j) Coordinate with all parties to consummate the sale and delivery of the Obligations in a timely manner.
- (k) After closing, deliver to the Client and the paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the Obligations.
- (l) You acknowledge that advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed. Further:
  - i. Unless otherwise provided in the Scope of Services described herein, RBC CM is not responsible for the information included in any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about RBC CM provided by RBC CM for inclusion in such documents.
  - ii. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
  - iii. The Scope of Services does not include providing advice or services with respect to investment advisory services, brokerage services or derivative products.
  - iv. If the Client designates RBC CM as its independent registered municipal advisor ("IRMA") pursuant to the Municipal Advisor Rule (the "MA Rule") of the Securities and Exchange Commission (the "SEC") with respect to the activities and aspects described in the Scope of Services, the Client agrees to disclose to RBC CM the existence of any such IRMA designations. Any reference to RBC CM, its personnel and its role as IRMA in the written

representation of the Client contemplated under the MA Rule is subject to prior approval by RBC CM. RBC CM is not responsible for verifying that it is independent (within the meaning of the MA Rule as interpreted by the SEC) from any party.

**3. Scope of Services for Loans with Bank or Governmental Agency/Authority.**

- (a) As requested, analyze the risks and benefits of a loan with a bank or governmental agency/authority loan versus the issuance of municipal securities via the public debt markets.
- (b) Recommend a plan for the structure of the loan, including: (1) the debt repayment structure (e.g., current interest, capital appreciation, etc.) and maturity dates; (2) loan amount; (3) interest structure (e.g., fixed or variable rate, etc.); (4), payment dates and early redemption dates, if applicable; (5) security provisions; and (6) as applicable, the investment of loan proceeds via state and local government obligations (SLGs), competitively bid open market securities or guaranteed investment contracts; and (7) other matters that we consider appropriate to best serve the Client's needs.
- (c) Recommend: (1) lenders who are or may be active in the market for tax exempt municipal loans; (2) participate in the drafting for your review and approval appropriate request for bids or qualification for lenders to submit bids to provide a loan; and (3) facilitate the distribution of requests for bids or qualifications.
- (d) Analyze and negotiate the term sheets obtained and advise you and recommend the terms that meet your financial objectives.

**4. Amendment to Scope of Services.**

The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

**5. RBC CM's Regulatory Duties When Servicing the Client under MSRB Rule G-42.**

RBC CM must make a reasonable inquiry as to the facts that are relevant to the Client's determination whether to proceed with a course of action, or that form the basis for any advice provided by RBC CM to the Client. Municipal Securities Rulemaking Board ("MSRB") Rule G-42 also requires that RBC CM undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. RBC CM is also required to use reasonable diligence to know the essential facts concerning the Client and concerning the authority of each person acting on the Client's behalf. If the review of a recommendation of another party is requested by the Client and is within the Scope of Services of the Agreement, RBC CM must determine based on information obtained through reasonable diligence, whether the proposed securities transaction or financial product is or is not suitable for the Client. To the extent our services involve advising you with respect to a bank loan or a loan with a governmental agency or authority, certain rules and regulations of the Securities and Exchange Commission and MSRB may not apply to the activities of RBC CM.

The Client agrees to assist RBC CM in carrying out these regulatory duties, including providing to RBC CM accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Client agrees to notify RBC CM if the Client requests that RBC CM review any recommendation of a third party.

**6. Term of this Engagement.**

The term of this Agreement begins on the Effective Date and will remain in effect until terminated as provided below. This Agreement may be terminated with or without cause by either party upon the giving of

at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

**7. Compensation.**

The fees due to RBC CM hereunder shall be as set forth in Appendix A and Appendix B hereto. In addition, RBC CM shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix A and Appendix B.

**8. Limitation of Liability.**

- (a) In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of RBC CM or any of its associated persons, RBC CM and its associated persons [shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or] for any loss arising out of any issuance of municipal securities, or investments of bond proceeds, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by RBC CM to the Client. No recourse shall be had against RBC CM for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any Issue, or in connection with any opinion or certificate rendered by counsel or any other party.
- (b) Official Statement and Waiver of Sovereign Immunity. Client acknowledges that it is responsible for the contents of the Preliminary Official Statement, Official Statement or any other document related to the issuance of municipal securities as contemplated herein (Offering Documents). Client will take all reasonable steps to ensure that the governing body has reviewed and approved the contents of the Offering Documents. In addition, Client agrees and understands that this Agreement is a contract for services and to the extent permitted under the applicable state law, waives any claims or defenses you may have that you are immune from suit for any matter arising from or relating to this Agreement.

**9. Required Disclosures.**

MSRB Rule G-42 requires that RBC CM provide you with disclosures of potential and actual conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in RBC CM's Disclosure Statement delivered to the Client together with this Agreement.

**10. Waiver of Jury Trial.**

EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNATIVE DAMAGES.

**11. Choice of Law.**

This Agreement shall be construed and given effect in accordance with the laws of Texas.

**12. Binding Effect; Assignment.**

This Agreement shall be binding upon and inure to the benefit of the Client and RBC CM, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

**13. Entire Agreement.**

This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

**14. Severability.**

If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

**15. No Third Party Beneficiary.**

This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**16. Authority.**

The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of the Client. The following individuals have the authority to direct RBC CM's performance of its activities under this Agreement:

Thomas Mattis, City Manager  
Charles Cunningham, Finance Director

**17. Counterparts.**

This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

RBC CAPITAL MARKETS, LLC

By: \_\_\_\_\_

Name: Chris Allen

Title: Managing Director

Date \_\_\_\_\_

**ACCEPTANCE**

ACCEPTED this [\_\_\_\_\_] day of [\_\_\_\_\_] , 2019

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

## EXHIBIT A: TRADITIONAL MUNICIPAL FINANCE FEE SCHEDULE

In consideration for the services rendered by RBC Capital Markets, the Issuer agrees that our fee for each issue of Obligations will be as follows:

Base Fee – Any Issue		\$15,000
Plus \$4.00 per \$1,000	for the first	\$5,000,000 of bonds issued
Plus \$2.00 per \$1,000	thereafter	

For any issue of refunding Obligations and/or other Obligations involving escrow Agreements, our fees will be the fee schedule set out above plus 25% (125% of the scheduled amount).

It is also understood and agreed that when appropriate under the circumstances (depending on time and resources expended in the transaction), we will charge an additional fee to be negotiated on a case-by-case basis. In no event shall this fee exceed 25% of the scheduled Financial Advisory fee set out above.

RBC Capital Markets will bill the Issuer at Closing for each issue of Obligations a net amount which will include a fee calculated on the above schedule as well as any “out-of-pocket” expenses incurred on behalf of the Issuer.

Does not include fees for Development transactions. Please see Exhibit B for the Development Fee Schedule.

**EXHIBIT B: DEVELOPMENT SERVICES AND DEVELOPMENT DEBT INSTRUMENTS FEE  
SCHEDULE**

RBC will assist the City in structuring and securing for any development of real property within the City (the “Development”) one or more economic incentive program(s) as described in a development agreement for the Development (“Development Agreement”) entered into between the City and a property owner, developer, and/or development district.

Recognizing the expertise that RBC Capital Markets possesses with regard to economic incentive programs, the fee for assisting the City with reviewing, analyzing and structuring land developments and land development agreements shall be:

- (i) a fee of 2% of the par of any bonds or debt issued by the City or an entity under the City’s control for the benefit of the development (this Development related financial advisory fee will apply to a General Obligation, Certificates of Obligation, Tax Notes, Waterworks and Sewer System Revenue Bonds or Special Revenue Bonds that are issued, including any refunding bonds, as long as such debt instruments are related to a Development; provided, however, this fee will not apply to any “Traditional Municipal Finance Transaction” for which RBC CM receives fees as described in Appendix A).

It is expected that the City will be reimbursed for the above-referenced fees by the developer as an expense of negotiating the economic incentive agreement(s).

RBC Capital Markets will bill the Issuer at Closing for each issue of Obligations a net amount which will include a fee calculated on the above schedule as well as any “out-of-pocket” expenses incurred on behalf of the Issuer.

Does not include fees for Traditional Municipal Finance transactions of the City. Please see Exhibit A for the Traditional Municipal Finance Fee Schedule.



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM:** AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

**DEPARTMENT:** City Manager

**PROPOSED ACTION:**

Review and consideration of a Resolution formally casting votes for the Board of Directors of the Bastrop Central Appraisal District for a two -year term to begin January 1, 2020.

**BACKGROUND:**

As a member of and taxing unit within Bastrop Central Appraisal District (BCAD), the City retains a designated number of votes utilized to select members of the BCAD's governing body, the Board of Directors. The BCAD provides property appraisal services to the City for purposes related to assessing ad valorem taxes on City property owners.

The proposed action is for purposes of casting the City's designated number of votes for the incoming Board of Directors, whose member's terms begin January 1, 2020 and end December 31, 2021. The City of Elgin has 121 votes out of a total of 5,000 to cast for the nominated candidate(s) as listed in the Resolution.

Each voting unit must cast its vote by written resolution and submit it to the Chief Appraiser before December 15, 2019.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was { } included {X} not included in the current-year budget { } N/A

**RECOMMENDATION:**

Consideration of the Resolution casting votes for the votes for the Board of Directors of the Bastrop Central Appraisal District for a two -year term to begin January 1, 2020; and direction to staff, if any, as deemed appropriate.

**ATTACHMENTS:** Resolution

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience*



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Elgin is a taxing unit within the Bastrop Central Appraisal District (BCAD); and,

**WHEREAS**, the Chapter 6 of the Texas Property Tax Code allows each tax such unit to cast votes for the Board of Directors of the Bastrop Central Appraisal District in proportion to their tax levy; and,

**WHEREAS**, the City of Elgin is allocated a total of one hundred twenty-one (121) votes for the Board of Directors of the Bastrop Central Appraisal District based on the 2018 ad valorem tax levy.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP COUNTY, TEXAS, THAT:**

**Section 1. Findings.** The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Votes for BCAD Board of Directors.** The Mayor and City Council do hereby cast votes for the following person or persons to the Board of Directors of the Bastrop Central Appraisal District for a two -year term to begin January 1, 2020.

<b>Nominee:</b>	<b>Votes Cast For:</b>
Emanuel, Roderick	_____
Glass, David	_____
Hector, Bill	_____
Redd, David	_____
Snyder, Dennis	_____

**Section 3. Open Meetings.** That it is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

**PASSED AND ADOPTED** this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2019

\_\_\_\_\_  
CHRIS CANNON, Mayor  
City of Egin, Texas

ATTEST:

\_\_\_\_\_  
AMELIA SANCHEZ, City Secretary



## Elgin City Council Meeting Agenda Item Executive Summary

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**ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS TO CAST A VOTE FOR A PERSON TO SERVE ON THE BOARD OF DIRECTORS OF THE TRAVIS CENTRAL APPRAISAL DISTRICT**

**DEPARTMENT:** Administration

**PROPOSED ACTION:** The City of Elgin's vote for a person to serve on the Board of Directors of the Travis Central Appraisal District.

**BACKGROUND:** The Chief Appraiser has prepared a ballot with the name of the candidate nominated and will deliver a copy of such ballot to the presiding officer of the governing body of each city and school district in western Travis county. The ballot must be returned to the Chief Appraiser on or before December 2, 2019.

**BUDGET/FINANCIAL IMPACT:**

Funding for this item was { } included { } not included in the current-year budget {X} N/A

**RECOMMENDATION:** Consider casting a vote for the person on the ballot to the Board of Directors of the Travis County Central Appraisal District.

**ATTACHMENTS:**

Resolution  
Letter

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS TO CAST A VOTE FOR A PERSON TO SERVE ON THE BOARD OF DIRECTORS OF THE TRAVIS CENTRAL APPRAISAL DISTRICT**

WHEREAS, the City of Elgin participates in the Travis Central Appraisal District, and;

WHEREAS, Chapter 6 of the Property Tax Code allows each tax unit to cast votes for the Board of Directors of the Travis Central Appraisal District in proportion to their tax levy, and;

WHEREAS, the City of Elgin met in open session to consider the casting of the votes to which they are entitled;

NOW THEREFORE, City of Elgin does hereby cast votes for the following person or persons to the Board of Directors of the Travis Central Appraisal District for a two-year term to begin January 1, 2020.

**Nominee**

**Votes Cast For:**

**Anthony Nguyen**

\_\_\_\_\_

Signed on this the 19th day of November, 2019.

\_\_\_\_\_  
Presiding Officer, Chris Cannon, Mayor

\_\_\_\_\_  
Governing Body Secretary, Amelia Sanchez

# TRAVIS CENTRAL APPRAISAL DISTRICT

## BOARD OFFICERS

TOM BUCKLE  
CHAIRPERSON  
BRUCE GRUBE  
VICE CHAIRPERSON  
JAMES VALADEZ  
SECRETARY/TREASURER



MARYA CRIGLER  
CHIEF APPRAISER

## BOARD MEMBERS

THERESA BASTIAN  
BRUCE ELFANT  
ANTHONY NGUYEN  
ELEANOR POWELL  
RYAN STEGLICH  
FELIPE ULLOA  
BLANCA ZAMORA-GARCIA

CITY OF ELGIN  
THOMAS MATTIS, CITY MANAGER  
310 N MAIN ST  
P O BOX 591  
ELGIN, TX 78621

October 28, 2019

**Courtesy Copy**

Original mailed to presiding officer

The deadline has passed for the jurisdictions in the eastern part of Travis County to make nominations for their representative member of the Board of Directors of the Travis Central Appraisal District. The term for the prospective member's service will be two years, starting in January 1, 2020. The following are the nominations and sponsoring jurisdictions for the Eastern Travis County member for our Board:

## BALLOT

\_\_\_\_\_ Anthony Nguyen      Round Rock ISD

This letter serves as a ballot, and is being sent to the presiding officer of each city and school district in Eastern Travis County. **On or before December 2, 2019 your jurisdiction should vote and return the ballot to the Chief Appraiser of the appraisal district at the following address:**

Marya Crigler  
Travis Central Appraisal District  
P.O. Box 149012  
Austin, TX 78714-9012

On or before December 16, 2019, I will inform you of the results of the election and send you a complete list of the Board members. If you have any questions, please feel free to call me at (512) 834-9317, ext. 337.

Sincerely,

Marya Crigler  
Chief Appraiser  
Travis Central Appraisal District